

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name:	Gina D. Boer, Esq.	
Firm Name:	Stein, Rudser, Cohen & Magid LLP	
Address:	505 Seventeenth Street	
City/State/Zip:	Oakland, CA 94612	
Telephone:	(510) 987-8300	Fax: (510) 273-6835
Email:	GBoer@srcm-law.com	

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☒ Neutral Evaluation ☒ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1979-1982	U.C. Berkeley	BA with honors
1983-1986	George Washington Univ.	JD with honors

4. LEGAL EXPERIENCE: State Bar No. 124990 Date Admitted: 1986

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? Yes ☒ No ☐

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain:

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 100 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs % ; of defendants 100 %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 0 ; Court Trials 2 ; Mediations 30-40 ; Arbitrations 20-30 ;

G. Describe any legal publications or teaching you have done: Taught Remedies I & II at JFK School of Law. Published article in 1985 in South African Yearbook of International Law.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Basic Mediation Training	CCCBA	40	May-June, 2003
Mediation	CCCBA	6	

- A. Number of years experience as: mediator 2 ; arbitrator 5 ; neutral evaluator 0 ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Contra Costa County
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. Auto accident; 2002; Mediation; Sole Provider ;
 2. Auto accident; May, 2001; Arbitration; Sole Provider ;
 3. Assault (premises liability); February, 2002; Arbitration, Sole Provider ;
 4. Auto accident; February, 2002; Arbitration; Sole Provider ;
 5. Fee dispute; March, 2002; Arbitration; Sole Provider ;
- E. Is your ADR style best described as X facilitative or X evaluative/directive? Depends on situation.
- F. Describe any ADR related publications or training you have done: _____
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).
- \$260.00 per hour.

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: _____
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: _____
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: X during regular office hours; X evenings by appointment; X weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____
- Briefs due two (2) days prior to hearing.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

<u>Case Type Accepted</u>	<u>% of Practice</u>	<u>Judicial Arb.</u>	<u>Mediation</u>	<u>Neutral Eval.</u>	<u>Private Arb.</u>
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Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
✓Construction					
Contracts					
Elder law/abuse					
Employment:					
- Discrimination					
- Harassment					
- Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
✓HO Ass'n					
Insurance Cov.					
Intellect. Property					
✓Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
✓P.I. – Auto					
✓P.I. – Other					
✓Premises Liability					
Probate/Trust					
Product Liab.					
✓Real Property					
Securities					
Tax					
Toxic Torts					
✓Wrongful Death					
Other:					

MEDIATION FEE AGREEMENT

Case name: _____

We, the undersigned Parties, have voluntarily agreed to submit our dispute to Mediation through the ACBA's ADR Placement Service. We have agreed that Gina D. Boer shall serve as mediator.

RIGHTS AND OBLIGATIONS OF THE PARTIES

The Parties understand and agree that alternative dispute resolution is voluntary and any party may end participation of the process at any time.

The Parties understand that the Mediator is a licensed attorney. However, the Mediator will not provide the Parties with legal advice nor represent any party as an attorney. The services of the Mediator will be strictly limited to the mediation process.

DESCRIPTION OF THE DISPUTE RESOLUTION PROCESS

A Mediation: A voluntary, informal and confidential process in which the mediator improves party communication, helps Parties clarify facts, identifies legal issues, and explores creative solutions to the dispute.

The Parties agree the purpose of mediation is to enter into a mutually acceptable *agreement to resolve all relevant issues*. Any agreement reached as a result of mediation shall be in writing, cover every point needed to be resolved, and be the best expression of the intent and understanding of each Party.

CONFIDENTIALITY OF MEDIATION PROCEEDINGS

The Parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding (unless the Parties have entered into a binding agreement as described above). The Parties and the Mediator acknowledge that unless specifically waived in writing, the provisions of California Evidence Code Section 1115 et seq. apply to this mediation.

FEEES FOR SERVICE

It is understood and acknowledged that fees for the mediator are subject to negotiation and agreement by the mediator and the Parties (with the exception of those Parties found eligible for indigent or modest means service). The mediator's hourly rate is \$260.00, payable 50% by _____ (Party) and 50% by _____ (Party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of \$520.00 per party is due one week in advance of the mediation session. Checks should be made payable to "Stein, Rudser, Cohen & Magid LLP."

ACKNOWLEDGEMENT

We hereby declare we have read, understood and agreed to the foregoing terms for ADR service.

Date: _____

Date: _____

Party Signature

Party Signature

Attorney Signature (Optional)

Attorney Signature (Optional)

Date: _____

Mediator Signature